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CLERK OF DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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7 UNITED STATES DISTRICT COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 JL

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11 **BOARD OF TRUSTEES OF THE SAN MATEO**  
12 **HOTEL EMPLOYEES AND RESTAURANT**  
13 **EMPLOYEES PENSION TRUST; SHERRI**  
14 **CHIESA, TRUSTEE,**

15 Plaintiffs,

16 vs.

17 **WESTLODGE HOSPITALITY INC., a**  
18 **corporation, doing business as**  
19 **TRAVELODGE and as TRAVELODGE SAN**  
20 **FRANCISCO AIRPORT NORTH,**

21 Defendants.

NO. **3357**  
COMPLAINT TO COLLECT  
TRUST FUNDS PURSUANT TO  
EMPLOYER'S WITHDRAWAL

22 I. PARTIES

23 1. Plaintiffs, BOARD OF TRUSTEES OF THE SAN MATEO HOTEL  
24 EMPLOYEES AND RESTAURANT EMPLOYEES PENSION TRUST, (hereinafter "TRUST  
25 FUND"), named in the caption, are trustees of employee benefit plan  
26 within the meaning of §§3(1) and (3) and §502(d)(1) of ERISA, 29  
27 U.S.C. §1002(1) and (3) and §1132(d)(1), and a multiemployer plan  
28 within the meaning of §§3(37) and 515 of ERISA, 29 U.S.C. §§1002(37)  
and §1145. Plaintiff SHERRI CHIESA is a Trustee. Said TRUST FUND is  
authorized to maintain suit as an independent legal entity under

1 §502(d)(1) of ERISA, 29 U.S.C. §1132(d)(1).

2 2. Plaintiffs are informed and believe and thereupon  
3 allege that defendant, WESTLODGE HOSPITALITY, INC., a corporation  
4 doing business as TRAVELODGE and as TRAVELODGE SAN FRANCISCO AIRPORT  
5 NORTH, (hereinafter "WESTLODGE"), has been signatory to a collective  
6 bargaining agreement.

7 II. JURISDICTION AND VENUE

8 3. This Court has jurisdiction over the subject matter of  
9 this action under Section 4301(c) of the Employee Retirement Income  
10 Security Act of 1974 ("ERISA"), 29 U.S.C. §1451(c) and under §301(a)  
11 of the Taft-Hartley Act, 29 U.S.C. §185(a).

12 4. Venue is proper in this District under Section 4301(d)  
13 of ERISA, 29 U.S.C. §1451(d) because the Plaintiff Trust Fund is  
14 administered in this District.

15 III. STATEMENT OF THE CASE

16 5. Defendant was a party to a collective bargaining  
17 agreement with Hotel Employees & Restaurant Employees Local 340  
18 (hereinafter "Local"), under which the Defendant Westlodge was required  
19 to promptly and fully report for and pay monthly contributions to the  
20 Trust Fund at specific rates for each hour of compensation (including  
21 vacations, holidays, overtime and sick leave) the Defendant pays to  
22 its employees who are members of the bargaining unit represented by  
23 the Local. Such bargaining unit members are any of the Defendant's  
24 part-time or full-time employees who perform any work task covered by  
25 the Defendant's collective bargaining agreements with the Local,  
26 whether or not those employees ever actually join the Local.

27 6. On or about September 18, 2006 Defendant Westlodge  
28 ceased operations, sold the business location and terminated the

1 employees. As a result Defendant Westlodge ceased to have an  
2 obligation to contribute to the Plan.

3 7. The Plan determined that the amount of the Defendant  
4 Hotel Airport Shuttle withdrawal liability was \$81,960.00.

5 8. The Plan sent Defendant Hotel Airport Shuttle a  
6 letter on January 12, 2007 notifying the Defendant of the amount of  
7 withdrawal liability. The letter contained a description of how the  
8 withdrawal liability was calculated and set forth an amortization  
9 schedule showing the number and amount of each payment required to  
10 liquidate the withdrawal liability under a monthly payment schedule.

11 9. The Letter from the Plan to the Defendant Hotel  
12 Airport Shuttle demanded payment according to the payment schedule  
13 included with the Letter. The payment schedule included in the Letter  
14 required payment of \$2,388.26 each month for thirty eight months.

15 10. More than ninety (90) days have elapsed since  
16 Defendant Hotel Airport Shuttle received the Letter from the Plan.  
17 Since receiving the Letter from the Plan, the Defendant has not asked  
18 to Plan to review any specific matter relating to the determination  
19 of its liability and schedule of payments.

20 11. Since receiving the Letter from the Plan, the  
21 Defendant has not identified any inaccuracy in the determination of  
22 the amount of the unfunded vested benefits allocable to the Defendant.

23 12. Since receiving the Letter from the Plan, the  
24 Defendant Westlodge has not furnished any additional information to  
25 the Plan.

26 13. Since receiving the Letter from the Plan, the  
27 Defendant Westlodge has not initiated arbitration pursuant to 29  
28 U.S.C. §1401.

1 14. Since receiving the Letter from the Plan, the  
2 Defendant Westlodge has not made any payments to the Fund on its  
3 withdrawal liability.

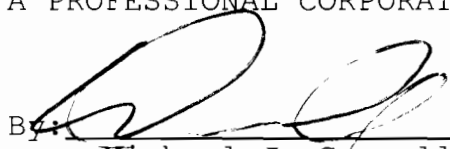
4 IV. PRAYER FOR RELIEF

5 WHEREFORE, Plaintiffs prays to the Court for judgment  
6 against all Defendant as follows:

- 7 A. For withdrawal liability payments due to date in the  
8 amount of \$81,960.00,  
9 B. For liquidated damages in the amount of \$16,392.00  
10 C. For all accrued interest;  
11 D. For all attorney's fees and costs incurred by the Plan  
12 in connection with Defendants' obligation; and  
13 E. For such other and further relief as the Court may  
14 deem just and equitable.

15 DATED: June 26, 2007

ERSKINE & TULLEY  
A PROFESSIONAL CORPORATION

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18 By:   
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Attorneys for Plaintiffs  
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